

RESOLUTION NO. R-2022-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH CONTINENTAL HOMES OF TEXAS, LP FOR VALVERDE SECTION 1, PHASE 3, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has adopted the Bastrop Building Block (B³) Code and related codes that provide a process for the standards and construction of public improvements that support the development created during the subdivision process; and

WHEREAS, the Development Manual includes the requirement for a developer to provide a Public Improvement Plan Agreement to ensure the installation of the public improvements; and

WHEREAS, the "Developer" known as Continental Homes of Texas, L has an approved Preliminary Plat and Public Improvement Plan for the construction of a residential subdivision; and

WHEREAS, The City Council also understands the importance of the required public improvements and the value they bring in regard to the public safety of neighborhoods.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: That the City Manager will execute the Public Improvement Plan Agreement attached as Exhibit A.

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of September, 2022.

APPROVED:




Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney
Rezzin Pullum, Assistant City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement
VALVERDE SECTION 1 PHASE 3

The State of Texas

County of Bastrop

WHEREAS, Continental Homes of Texas, LP, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in Valverde Section 1, Phase 3, a development in the City of Bastrop, Texas: being 10 blocks and 196 lots (178 residential lots); and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through John Sparrow, its duly authorized officer, and the City, acting herein by and through Trey Job, its Acting City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (City of Bastrop), streets (City of Bastrop), drainage (City of Bastrop), street lights and street signs (City of Bastrop), and park/trail improvements (City of Bastrop); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for Valverde Section 1, Phase 3 approved by the City on August 30, 2022.

Public Improvement Plan Agreement – *Valverde Section 1, Phase 3*

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be three- and one-half percent (3.5%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the Master Fee Schedule adopted with Ordinance Number 2019-42.
- b) Upon completion of the Infrastructure, the developer must furnish the City with the following prior to acceptance and release of fiscal guarantee (if provided):
 1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;
 2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name of the City, subject to City approval, for twenty five percent (25%) of the contract price of the public streets, sidewalk, and drainage improvements. The

Public Improvement Plan Agreement – *Valverde Section 1, Phase 3*

maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;

3. Letter of Concurrence from the Design Engineer.

c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.

d) In order to record the Final Plat, the developer must complete one of the following:

1. Have received a Letter of Acceptance from the City Engineer; or
2. Provide fiscal guarantee (Assurance Amount) for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Opinion of Probable Costs. This guarantee will not be released until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the City's Tree Preservation Ordinance and Construction Standards during all phases of construction. The Developer submitted a tree protection plan and protected tree survey showing the protected trees on site and the measures of tree protection to be employed prior to any site work on the project with Public Improvement Plans approved on August 30, 2022.

Public Improvement Plan Agreement – Valverde Section 1, Phase 3

2022.

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with a public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380 grant, pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Sanitary Sewer Improvements

The distribution of costs between the City and the Developer for all sanitary sewer are as follows:

	Full Project Cost	Assurance Amount	City Participation
Water Facilities	\$645,646	\$807,057.50	\$0.00
Sanitary Sewer Facilities	\$814,613	\$,1018,266.25	\$0.00
Total Construction Cost	\$1,460,259	\$1,825,323.75	\$0.00

2.20 Drainage Improvements

The distribution of costs between the City and the Developer for drainage improvements are as follows:

	Full Project Cost	Assurance Amount	City Participation
Storm Drainage Facilities	\$983,097	\$1,228,871.25	\$0.00

Public Improvement Plan Agreement – Valverde Section 1, Phase 3

2.30 Street Improvements

The distribution of costs between the City and the Developer for all street improvements are as follows:

	Full Project Cost	Assurance Amount	City Participation
Streets & Sidewalks	\$1,423,689	\$1,779,611.25	\$0.00
Erosion Control Items	\$355,663	\$444,578.75	\$0.00
Total Construction Cost	\$1,779,352	\$2,224,190	\$0.00

2.40 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Utility Facilities	\$1,825,323.75
Storm Drainage Facilities	\$1,228,871.25
Streets, Sidewalks & Erosion Control Improvements	\$2,224,190.00
Total Development Assurance Amounts	\$5,278,385.00

Public Improvement Plan Agreement – *Valverde Section 1, Phase 3*

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan

The Developer will provide the City with a Drainage Operation and Maintenance Plan (plan) in accordance with the Stormwater Drainage Manual. The plan shall provide detailed information regarding the obligation of responsible parties for any drainage system, stormwater system, or other improvement which will not be dedicated to the City as part of this agreement. Proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

3.10 Sidewalks

The Developer shall be responsible for installing sidewalks along rights-of-way on open space lots and other lots that will not contain single family residential units within Valverde Section 1, Phase 3 as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the City's and County's Master Transportation Plan and conform to the City of Bastrop Standard Construction Details.

3.20 Screening Wall, Landscaping, and Irrigation

The Developer shall be responsible for installing screening walls, retaining walls, landscaping, and irrigation in accordance with the approved Public Improvement Plans approved on August 30, 2022.

3.30 Street Lights (Bluebonnet Electric Cooperation)

The Developer is responsible for the initial installation and maintenance of all street lights. The HOA will be responsible or obligated to maintain and/or replace any standard or

Public Improvement Plan Agreement – Valverde Section 1, Phase 3

non-standard street light poles.

3.40 Street Name and Regulatory Signs (City of Bastrop)

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations in the City of Bastrop Construction Standards Manual. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and City requirements, including but not limited to, exact placement, sign height and block numbers. The City shall not be responsible or obligated to maintain and/or replace any non-standard sign poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

RECOMMENDED:

 9/6/22
Curtis Hancock Date
Public Works Director

3.50 Land Dedication

The Developer shall dedicate to the City the area shown as public open space on Valverde Section 1, Phase 3 approved on the Preliminary Plat on June 7, 2022. A private homeowners association or property owners' association shall maintain the public open space.

3.60 Impact Fees

Water Impact Fees and Wastewater Impact Fees as set forth by City ordinances will be assessed at the time of final plat recording and shall be paid by the builder, property owner, or developer at the time of Building Permit issuance for each individual lot within Valverde Section 1, Phase 3 and shall be based on the Water and Wastewater Impact

Public Improvement Plan Agreement – Valverde Section 1, Phase 3

Fee for Service as set forth in the City of Bastrop Impact Fee Ordinance as of the date of this agreement.

Impact Fees to be paid are as follows:

	Number Lots	Fee per Lot	Final Assessment Amount
Water Impact Fee	178 residential lots	\$8,182	\$1,456,396
Wastewater Impact Fee	178 residential lots	\$5,089	\$905,842
Total Impact Fees			\$2,362,238

4.00 Miscellaneous Provisions

4.10 Bonds

The developer will provide the City with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage.

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

Public Improvement Plan Agreement – *Valverde Section 1, Phase 3*

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants, employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however,

Public Improvement Plan Agreement – Valverde Section 1, Phase 3

that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any

Public Improvement Plan Agreement – Valverde Section 1, Phase 3

improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

Neither the City or County, nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

Public Improvement Plan Agreement – *Valverde Section 1, Phase 3*

4.33 Venue

Venue of any action brought hereunder shall be in the City of Bastrop, Bastrop County, Texas.

4.40 Dedication of Infrastructure Improvements

Upon final acceptance of Valverde Section 1, Phase 3, the public streets and sidewalks shall become the property of the City.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

4.70 Conflicts

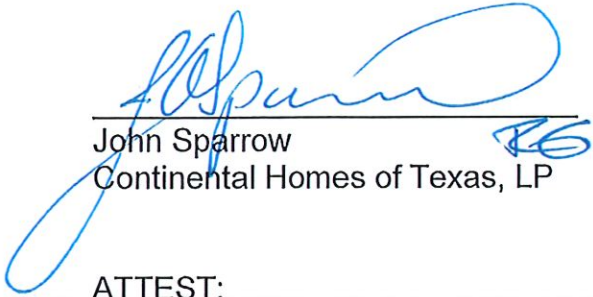
This project is subject to the "Viridian Development Agreement". If there are any conflicts between this agreement and the "Viridian Development Agreement", the "Viridian Development Agreement" shall overrule.

Public Improvement Plan Agreement – Valverde Section 1, Phase 3

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the 13th day of September, 2022.

Valverde Section 1, Phase 3

City of Bastrop, Texas

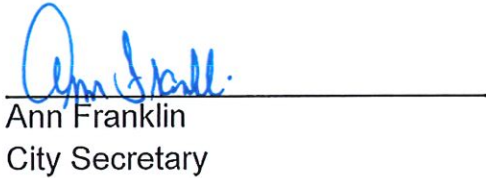


John Sparrow
Continental Homes of Texas, LP



Trey Job
Acting City Manager

ATTEST:

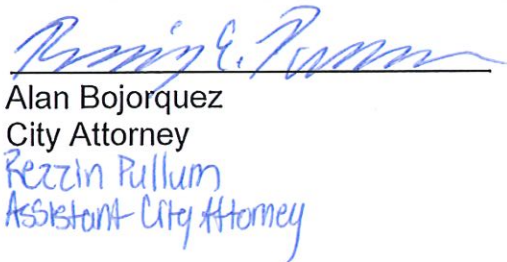


Ann Franklin
City Secretary



Date

APPROVED AS TO FORM:



Alan Bojorquez
City Attorney
Rezzin Pullum
Assistant City Attorney



Date

Distribution of Originals:

Developer
City Secretary
Planning and Development Department



**VALVERDE -PHASE 3
ENGINEER'S PRELIMINARY OPINION OF PROBABLE COST**

PROJECT: VALVERDE Phase 3
COUNTY: Bastrop

TOTAL LOTS 178

DATE: 8/2/2022

WATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL COST
1	8" WATER LINE PVC C-900	7638	LF	\$38.00	\$290,244.00
2	8" GATE VALVE	23	EA	\$1,600.00	\$36,800.00
3	SINGLE SERVICE	24	EA	\$1,900.00	\$45,600.00
4	DOUBLE SERVICE	77	EA	\$2,300.00	\$177,100.00
5	FIRE HYDRANT ASSEMBLY (INCLUDING 6" LEAD AND 6" GV)	13	EA	\$5,000.00	\$65,000.00
6	AIR RELEASE VALVE	2	EA	\$2,500.00	\$5,000.00
7	AUTOMATIC FLUSH VALVE	5	EA	\$3,500.00	\$17,500.00
8	TRENCH SAFETY	7638	LF	\$1.10	\$8,401.80
SUBTOTAL - WATER IMPROVEMENTS					\$645,645.80

WASTEWATER IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL COST
1	8-12 - 8" SDR-26 WASTEWATER LINE	4086	LF	\$50.00	\$204,300.00
2	12-16 - 8" SDR-26 WASTEWATER LINE	941	LF	\$60.00	\$56,460.00
3	16-20 - 15" SDR-26 WASTEWATER LINE	1030	LF	\$133.00	\$136,990.00
4	SINGLE SERVICE	38	LF	\$1,400.00	\$53,200.00
5	DOUBLE SERVICE	70	LF	\$1,900.00	\$133,000.00
6	WASTEWATER 4' DIAMETER MANHOLE	40	EA	\$5,000.00	\$200,000.00
7	WASTEWATER 5' DIAMETER MANHOLE	4	EA	\$6,000.00	\$24,000.00
8	TRENCH SAFETY	6057	EA	\$1.10	\$6,662.70
SUBTOTAL - WASTEWATER IMPROVEMENTS					\$814,612.70

DRAINAGE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL COST
1	18-INCH RCP, CLASS III PIPE	2,007	LF	\$65.00	\$130,424.26
2	24-INCH RCP, CLASS III PIPE	2,037	LF	\$80.00	\$162,960.00
3	30-INCH RCP, CLASS III PIPE	1,418	LF	\$120.00	\$170,160.00
4	36-INCH RCP, CLASS III PIPE	179	LF	\$150.00	\$26,850.00
5	42-INCH RCP, CLASS III PIPE	101	LF	\$200.00	\$20,200.00
6	4'X2' CONCRETE BOX CULVERT	68	LF	\$250.00	\$17,000.00
7	6'X2' CONCRETE BOX CULVERT	395	LF	\$350.00	\$138,177.55
8	4 SIDED AREA INLET	14	EA	\$3,500.00	\$49,000.00
9	10' CURB INLET	23	EA	\$4,000.00	\$92,000.00
10	15' CURB INLET	2	EA	\$6,500.00	\$13,000.00
11	8'X8' BOX MANHOLE	1	EA	\$10,300.00	\$10,300.00
12	48-INCH DIAMETER SEWER MANHOLE	13	EA	\$5,100.00	\$66,300.00
13	60-INCH DIAMETER SEWER MANHOLE	4	EA	\$6,100.00	\$24,400.00
14	72-INCH DIAMETER SEWER MANHOLE	2	EA	\$7,500.00	\$15,000.00
15	18" HEADWALL	0	EA	\$3,000.00	\$0.00
16	24" HEADWALL	4	EA	\$4,000.00	\$16,000.00
17	30" HEADWALL	0	EA	\$6,000.00	\$0.00
18	36" HEADWALL	1	EA	\$7,500.00	\$7,500.00
19	4'X2' CONCRETE BOX HEADWALL	2	EA	\$8,500.00	\$17,000.00
20	6'X2' CONCRETE BOX HEADWALL	0	EA	\$9,500.00	\$0.00
21	TRENCH SAFETY	6,204	LF	\$1.10	\$6,824.75
SUBTOTAL - DRAINAGE IMPROVEMENTS					\$983,096.56

STREET/SITE IMPROVEMENTS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL COST
1	SUBGRADE PREPARATION, CEMENT STAB (3' OVERBUILD)	28106	SY	\$10.00	\$281,060.00
2	CLEARING AND GRUBBING	30	AC	\$4,500.00	\$136,355.41
3	FLEXIBLE BASE 8-INCH THICKNESS (3' OVERBUILD)	28106	SY	\$10.00	\$281,060.00
4	HMAC 2-INCH THICKNESS	20993	SY	\$12.00	\$251,916.00
5	CURB AND GUTTER	7540.36	LF	\$14.30	\$107,827.15
6	STREET SIGNAGE AND STRIPING	1	LS	\$32,000.00	\$32,000.00

7	EXCAVATION	25596	CY	\$4.50	\$115,182.00
8	EMBANKMENT	62368	CY	\$3.50	\$218,288.00
SUBTOTAL - STREET/SITE IMPROVEMENTS					\$1,423,688.55

EROSION CONTROLS

ITEM	DESCRIPTION	QUANTITY	UNIT	COST	TOTAL COST
1	HYDROMULCH SEEDING FOR EROSION CONTROL	121,470	SY	\$1.25	\$151,838.00
2	4-INCH TOP SOIL FOR ALL DISTURBED AREAS	121,470	SY	\$1.10	\$133,617.44
1	STABILIZED CONSTRUCTION ENTRANCE	3	EA	\$1,500.00	\$4,500.00
2	SILT FENCE	18722.95	LF	\$2.50	\$46,807.38
5	TREE PROTECTION	1	LS	\$15,000.00	\$15,000.00
6	INLET PROTECTION	39	EA	\$100.00	\$3,900.00
SUBTOTAL -EROSION CONTROLS					\$355,662.82

TOTAL \$4,222,706.43
COST PER LOT \$23,723.07

This OPC is based on the consultants reasonable professional judgement and experience and does not constitute a warranty, express or implied. Actual costs will vary.

Quantities for all dry utilities, demolition work, site lighting, landscape improvements, parklands, mail kiosks have not been included with this OPC. This OPC was created prior to the completion of the geotech report.

The quantities shown are based upon preliminary design, prior to on the ground survey, and City approval. This OPC is subject to change to reflect City review comments.

Since the ENGINEER has no control over cost of labor, materials, equipment, or services furnished by others, or over the contractor(s)' competitive bidding or market conditions, the ENGINEER'S opinions and construction cost estimates provided above have been made on the basis of the ENGINEER'S best judgement as an experienced and qualified professional ENGINEER familiar with the construction industry for which this estimate was prepared; but the ENGINEER cannot and does not guarantee that actual construction costs will not vary from this estimate.